

SECTION 8 – PRICE PROPOSAL

Provide any stat fees, draw fees, travel fees, pickup charges or other fees for services in addition to the lab fees.

FEE TYPE	FEE AMOUNT
Stat fee	
Draw fee	\$ 3.00
Daily trip fee	
Pickup charge	
Other _____	
Other _____	
Other _____	
Other _____	

Also provide prices for all exams which are not included in the current Clinical Diagnostic Lab Physician Pay Schedule as published by the Centers for Medicare and Medicaid Services (CMS).

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Central DuPage Hospital Association dba HealthLab
Main Business Address	25 N Winfield Rd
City, State, Zip Code	Winfield, IL 60190
Telephone Number	(630) 933-2633
Fax Number	(630) 933-5292
Proposal Contact Person	Ben Shaw
Email Address	Benjamin.Shaw@dm.org

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:
 Signature on File

_____ (President or Partner) _____ (Vice-President or Partner)
E44CA2B630D3454
 _____ (Secretary or Partner) _____ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested

to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X ^{DocuSigned by:}
Signature on File _____ Vice President, Administration
(Signature and Title)

CORPORATE SEAL
(if available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 2024

My Commission Expires: _____
(Notary Public)

EMERGENCY PREPAREDNESS PLAN

The Centers for Medicare and Medicaid Services have established requirements that all participating providers and their suppliers establish an Emergency Preparedness Plan. The DuPage Care Center therefore asks its vendors to participate in a memorandum of understanding (MOU) with the Care Center for the duration of this contract and its renewals.

This MOU is a voluntary agreement used to express the belief and commitment of the undersigned parties that; if a community emergency or disaster occurs, regardless of cause, the Care Center can obtain additional external help. In other words, should an emergency or disaster exceed the effective response capabilities of the DuPage Care Center, the undersigned vendor will use its best efforts to provide additional assistance to the Care Center; with such assistance most likely consisting of additional deliveries, rentals and/or services, to ensure uninterrupted care for our residents.

Please provide a contact person and a phone number so that if an emergency occurs, we can call to determine your availability to help. Additionally, if the vendor already has an Emergency Preparedness Policy (EPP) in place, please submit the EPP along with vendor's quote.

EMERGENCY PREPAREDNESS PLAN CONTACT INFORMATION:

EMERGENCY PREPAREDNESS PLAN CONTACT	
NAME	Samuel Boyle
CONTACT	Emergency Management
ADDRESS	25 N Winfield Rd
CITY ST ZIP	Winfield, IL 60190
EMERGENCY PHONE NO.	630-933-6516
EMAIL	Samuel.Boyle@nm.org

3/20/2024

DuPage Care Center
The County of DuPage
421 North County Farm Road – Finance – Procurement, 3-400
Wheaton, Illinois 60187

Dear The County of DuPage,

As a hospital based reference laboratory providing services for nearly 20 years, we understand that physicians depend on precision and efficiency in order to provide the best diagnoses and treatments for your patients. Our state-of-the-art clinical laboratory offers 24/7 services for routine and complex lab analysis. We consistently give detailed, accurate results in a timely manner. Our phlebotomy staff are seasoned professionals and employed by Northwestern Medicine Central DuPage Hospital to service your patients with quality care. HealthLab offers a full range of clinical laboratory tests, specimen collection, consultative, and courier services for over 1000 independent practitioners and extended care facility partners in the Chicagoland area and beyond.

Accreditations:

The College of American Pathologists (CAP), the Illinois State Department of Public Health, The Joint Commission, the FDA accreditation, and the American Association of Blood Banks accredit HealthLab through proficiency testing programs and on-site inspections. We take pride in striving to exceed these accreditation standards through our own in-house quality control programs.

References:

- Kane County Coroner – 719 S. Batavia Ave BLDG E Geneva, IL 60134 – 630-232-3535
- DeKalb County Jail – 180 E. Exchange St. Sycamore, IL 60178 – 815-895-7177
- DuPage County Jail – 501 N. County Farm Rd. Wheaton, IL 60187 – 630-407-2232
- DuPage County Coroner's Office – 414 N. County Farm Rd. Wheaton, IL 60187 – 630-407-2600

We look forward to hearing from you!

Sincerely,

Signature on File

✓

Ben Shaw
Director, Laboratory Outreach Operations

CLINICAL LABORATORY SERVICES AGREEMENT

THIS CLINICAL LABORATORY SERVICES AGREEMENT ("Agreement") is made and entered into this _____, 20__ by and between HealthLab, a division of Central DuPage Health, an Illinois not for profit corporation ("**HealthLab**"), and The County of DuPage dba DuPage Care Center ("**Provider**"), (Provider and HealthLab, each referred to herein as a "**Party**" and collectively as the "**Parties**"), with an effective date of April, 18, 2024 (the "**Effective Date**").

RECITALS

WHEREAS, HealthLab is a licensed, full service, clinical and anatomical pathology laboratory (the "**Clinical Lab**"), and employs or contracts with laboratory professionals who have the training, expertise, knowledge, qualifications and licenses to provide clinical laboratory services; and

WHEREAS, Provider has patients for whom it wishes to provide comprehensive and efficient clinical and anatomical pathology laboratory services ("**Services**") as needed in connection with patient service delivery; and

WHEREAS, Provider desires to contract with HealthLab as of the Effective Date to provide Services to Provider under the terms and conditions of this Agreement to ensure prompt and competent Services are available through the Clinical Lab; and

WHEREAS, HealthLab is willing to provide Services under the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties contained herein and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

ARTICLE 1

SERVICES TO BE PROVIDED BY LABORATORY

Section 1.1 *Clinical Laboratory Services.* HealthLab will provide clinical laboratory and anatomical pathology tests, procedures and services requested by Provider, including such services, tests and procedures that become customary and in use in the care and treatment of Provider's patients for whom Provider seeks Services from HealthLab.

(a) ***Routine Testing Results Reporting.*** HealthLab shall use its reasonable efforts to report the results of all routine tests within a twenty-four hour (24) time period from the time the test is received by the Clinical Lab. Reports shall be accessible by Provider through Atlas Labworks, in accordance with HealthLab's policies and procedures governing such access.

(b) **STAT Testing Results Reporting.** STAT testing test turn-around time shall be within four (4) hours of the time the specimen is received by the Clinical Lab. Results from STAT testing shall be called directly to the ordering physician or his or her designee.

(c) **Supplies.** HealthLab shall supply Provider with a reasonable amount of supplies, as determined by HealthLab, for the preparation and submission of specimens to HealthLab, subject to availability. Provider agrees that such supplies shall be used for the sole purpose of testing services requested of HealthLab.

(d) **Other Services.** HealthLab shall provide such other services as delineated in Exhibit A.

Section 1.2 Provision of Services. In return for the payments by Provider to HealthLab set forth in **Article 3** hereof, HealthLab shall provide Services as requested by Provider. In providing the Services, HealthLab shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction and with the standards and recommendations of accreditation bodies having jurisdiction recognized by Provider and HealthLab.

Section 1.3 Hours of Service, Courier Pick-Ups. HealthLab shall provide pick-ups once a day, five days per week (Monday through Friday) and a pick-up on Saturday as needed, at times mutually agreed upon by the Parties. HealthLab shall operate the Clinical Lab on a twenty-four (24)-hour per day, three hundred sixty-five (365)-day per year basis, and shall cause the Services contemplated hereby to be available with speed and frequency of performance generally consistent with industry and community standards. HealthLab recognizes and agrees that the speed and frequency of performance provided by it pursuant to this Agreement is subject to change and must evolve and remain consistent with the standard of care for similar services in healthcare facilities and as is reasonably required by the medical staff and third party payors.

ARTICLE 2

LABORATORY PERSONNEL AND OPERATIONS

Section 2.1 Employment. HealthLab shall be responsible for the employment or contracting of all non-physician personnel required by Clinical Lab in the performance of its obligations under this Agreement.

Section 2.2 Insurance. HealthLab shall obtain and maintain, at HealthLab's sole expense, professional and comprehensive general liability insurance coverage of Clinical Lab and all of Clinical Lab's personnel in an amount which meets or exceeds applicable state and federal regulations and is considered customary and adequate for a similarly situated business.

ARTICLE 3
LABORATORY CHARGES AND PAYMENT TERMS

Section 3.1 *Compensation.* In consideration for the Services provided to Patients under this Agreement, HealthLab shall bill any applicable governmental payor directly for Services provided to Patients covered by such payor and keep all resulting collections as its sole compensation for such reimbursed Services. For Patients who are not beneficiaries of governmental health plans, HealthLab shall bill the Provider for Services in accordance with the Fee Schedule (“**Fee Schedule Billing**”) or, as directed in writing by the Provider, HealthLab, shall bill Patients and applicable third party payers directly for services (“**Direct Billing**”). Provider acknowledges that HealthLab has disclosed that the amounts billed by HealthLab to applicable third party payers and Patients under Direct Billing are based on HealthLab’s routine fee schedule applicable to such payers, and, as a result, Patients may experience substantially increased co-pays, deductibles, or other out of pocket expenses when such services are billed under Direct Billing.

For those Services listed as provided directly by Clinical Lab (i.e., do not have to be sent out to a third party), procedures may be added or deleted from the Fee Schedule and any price listed thereon may be changed by HealthLab upon thirty (30) days prior written notice. Services not on the Fee Schedule shall be provided by a third party at HealthLab's direction, and charged at such third party’s applicable rates plus a reasonable handling fee.

Section 3.2 *Records of Services Performed by Clinical Lab; Discharge Reports.* The Clinical Lab shall keep records of all Services HealthLab performs under this Agreement and, on or before the fifth (5th) business day of each month beginning after the Effective Date, shall prepare and submit to Provider a statement setting forth the number of times each Service was provided during the prior month in sufficient detail to permit Provider to verify the same.

Section 3.3 *Payment Terms.* For Fee Schedule billing, Provider shall pay HealthLab on a monthly basis, upon receipt of statement of Services from HealthLab due by the fifteenth (15th) of each month, for Services rendered pursuant to this Agreement, with such payments due on the thirtieth (30th) day of each month. Healthlab may assess and collect, and Provider shall be obligated to pay, a late charge of 1.5% per month for any undisputed invoice not paid within forty-five days of its due date.

Section 3.4 *Billing Information.* At the time Provider submits a specimen for testing, it shall provide HealthLab with all required and proper billing data necessary to facilitate HealthLab billing, including appropriate ICD-10 codes. In the event Provider fails to submit sufficient/correct information, HealthLab shall request such information from the Provider. If the necessary information is not received by HealthLab within ten (10) days of such request, HealthLab may bill the Provider directly for the Services, and the Provider shall pay for the Services in accordance with the Fee Schedule.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PROVIDER

Section 4.1 *Organization.* Provider is a partnership duly organized, validly existing and in good standing under the laws of the State of Illinois, having all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted.

Section 4.2 *Agreement Will Not Breach Contract or Other Obligations.* The execution of this Agreement by Provider and the performance of its obligations hereunder will not conflict with or result in (or with notice or lapse of time or both would result in) a breach of or default under any contract, mortgage, indenture or similar agreement to which Provider is a party, or the charter, bylaws or any corporate resolution or document of Provider.

Section 4.3 *Authority.* Provider has the full corporate power and authority to make, execute, deliver and perform this Agreement. This Agreement constitutes the valid and legally binding obligation of Provider enforceable in accordance with its terms.

Section 4.4 *Licensure, Accreditation, Credentialing and Compliance.* Provider hereby represents and warrants that all Provider personnel requesting or ordering Services under this Agreement (i) are appropriately licensed, accredited (if applicable), and credentialed; (ii) have not been sanctioned by, or removed from participation in, any governmental program, including Medicare or Medicaid. Provider agrees to notify Clinical Lab immediately if during the term of this Agreement, any representation in this Section is rendered untrue.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF LABORATORY

Section 5.1 *Organization of HealthLab.* Central DuPage Health is an Illinois not for profit corporation, with all requisite power and authority to own, operate and lease its properties and to carry on its business as now being conducted, including the business of HealthLab, operating as a division of Central DuPage Health. HealthLab is an authorized provider of clinical laboratory services for Medicare and Medicaid beneficiaries.

Section 5.2 *Agreement Will Not Breach Contract or Other Obligations.* The execution of this Agreement by HealthLab and the performance of its obligations hereunder will not conflict with or result in (or with notice or lapse of time or both would result in) a breach or default under any contract, mortgage, indenture or similar agreement to which HealthLab is a party.

Section 5.3 *Authority of Laboratory.* HealthLab has the full power and authority to make, execute, deliver and perform this Agreement. This Agreement constitutes the valid and legally binding obligation of HealthLab in accordance with its terms.

Section 5.4 *Licensure, Accreditation, Credentialing and Compliance.* HealthLab hereby makes the following representations with respect to licensure, accreditation, credentialing and compliance for the Services provided by the Clinical Lab:

(a) Clinical Lab is certified under the Clinical Laboratory Improvement Act; fully accredited by the College of American Pathologists, the Joint Commission on Accreditation of Healthcare Organizations, and the American Association of Blood Banks; and licensed by the Illinois Department of Public Health, pursuant to the accreditation/licensure of Central DuPage Hospital, and shall maintain such licensure or accreditation during the term of this Agreement.

(b) Clinical Lab shall be responsible for necessary credentialing, certifications and licenses as required by law.

(c) Clinical Lab shall be operated in compliance with applicable laws and regulations, including patient record confidentiality laws such as the Health Insurance Portability and Accountability Act of 1996.

(d) HealthLab will perform appropriate credentialing on employees providing Services through Clinical Lab to Provider.

(e) HealthLab shall provide Services without regard to the race, color, sex, religion, national origin, age, marital status or ancestry of Patients.

Section 5.5 *Quality Assurance and Patient Satisfaction.*

(a) Utilization review and quality assurance mechanisms of HealthLab are handled through its Quality Assurance Department (the "QAD"). The QAD shall define, implement and monitor quality processes in all areas of laboratory services. The QAD shall also coordinate laboratory inspections and manage the quality control and proficiency programs of Clinical Lab.

(b) HealthLab will follow and comply with Provider quality assurance rules and regulations and will cause its agents, employees, and visitors to follow said quality assurance rules and regulations.

(c) Provider shall have the right to monitor and review the QAD to confirm Clinical Lab is in compliance with Provider quality assurance rules and regulations.

ARTICLE 6
TERM AND TERMINATION

Section 6.1 *Term.* This Agreement shall commence on the Effective Date and shall remain effective for One (1) year from the Effective Date unless and until earlier terminated pursuant to this Section or by mutual written agreement.

Section 6.2 *Termination.* Either Party may terminate this Agreement at any time, without cause, upon thirty (30) days prior written notice to the other Party.

Section 6.3 Automatic Renewal. This Agreement shall be AUTOMATICALLY RENEWED for additional successive one (1) year terms, absent thirty (30) days prior written notice by either Party to the other of nonrenewal.

Section 6.4 Breach. If a Party (the "First Party") commits a material breach of this Agreement, the other Party (the "Second Party") may give the First Party written notice of the breach. If the First Party does not cure the breach within forty-five (45) days of receipt of notice thereof, the Second Party's remedies shall include, without limitation, the termination of this Agreement upon prior written notice. Notwithstanding the foregoing, in the event Provider defaults in payment obligations hereunder, HealthLab shall have the right to immediately suspend Services and declare all current balances immediately due and payable. Furthermore, if Provider undertakes any action that this deemed by Healthlab to place Healthlab or its personnel at risk, including directing Healthlab personnel to perform duties that Healthlab deems are incompatible with applicable regulatory or legal requirements, Healthlab may immediately terminate this Agreement without further obligation to Provider.

ARTICLE 7 **REMEDIES**

Section 7.1 Cured Breach. If the breaching Party has either cured a material prior to a receipt of notice of termination or cures the breach within forty-five (45) days of the first written notice, this Agreement shall remain in effect and the non-breaching Party shall be limited to damages and/or specific performance as its exclusive remedies.

Section 7.2 Non-Cured Breach. In the event of a breach of a material term of this Agreement, the non-breaching Party shall have the right to pursue any and all remedies against the breaching Party for damages related to such breach.

ARTICLE 8 **GENERAL AND MISCELLANEOUS**

Section 8.1 Compliance with Social Security Act; Access to Books and Record. Upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, HealthLab shall make available to the Secretary or to the Comptroller General those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing its services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such service. This Section is included pursuant to and is governed by the requirements of Public Law 96-499 and Regulations promulgated thereunder. The Parties agree that any attorney-client, accountant-client or other legal privileges shall not be deemed waived by virtue of this Agreement. If HealthLab, or any subcontractor of HealthLab which performs any Services under this Agreement receives a request for access to books, documents and records pursuant to the Social Security Act or the regulations promulgated thereunder, which request clearly and specifically identifies Provider as a subject of auditor investigation, HealthLab or such subcontractor of HealthLab shall notify Provider of the request within five (5) days of receipt of the request, such notice to include a copy of the request. HealthLab and any such subcontractor

of HealthLab shall use their reasonable best efforts to cooperate with Provider in responding to the request.

Section 8.2 *Independent Contractors.* It is mutually understood and agreed, except as specifically stated elsewhere in this Agreement, that HealthLab, in the performance of its duties and obligations under this Agreement, is at all times acting as an independent contractor. It is further understood and agreed that Provider does not have or exercise any control over the methods by which HealthLab performs laboratory tests or otherwise conducts its business; provided, however, that HealthLab does agree to perform laboratory tests in accordance with methods accepted in the industry and agrees that the Services provided to Provider hereunder shall be performed, rendered and reported to Provider's professional staff in a manner which competent, efficient and reasonably satisfactory to Provider.

Section 8.3 *Applicable Law.* This Agreement shall be governed by the laws of the State of Illinois.

Section 8.4 *Integrated Agreement.* The Parties agree that this Agreement, including the Exhibit attached hereto, constitutes the entire agreement between them with respect to the subject matter set forth herein and the transactions contemplated hereby, and supersedes all prior discussion, negotiations and oral and written agreements.

Section 8.5 *Waivers and Amendments.* No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. Except as otherwise provided herein, no amendment to this Agreement or the Exhibit hereto shall be effective unless in writing and signed by or on behalf of both Parties. Any understanding between the Parties, whether oral or written, not formally denominated or executed as an amendment to this Agreement, which authorizes or approves any act or course of conduct different from or inconsistent with the terms of this Agreement, shall be presumed to be a temporary waiver revocable at the will of either Party and not an amendment to this Agreement.

Section 8.6 *Assignment; Successors and Assigns.*

(a) Neither this Agreement nor any interest or benefit hereunder shall be assignable by either party without the prior written consent of the other party; provided, however, that either Party may assign this Agreement and the rights hereunder to any parent or subsidiary of such party or to any corporation owned by or under common ownership with such party. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties hereto and their successors in interest and permitted assignees, any rights or remedies under or by reason of this Agreement unless expressly so stated herein.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 8.7 *Communications and Authorized Representatives.* All communications provided for herein shall be mailed by first class registered or certified mail, postage prepaid, or

hand-delivered to the principal offices of the Parties as set forth at the beginning of this Agreement. In the absence of any other designation, the Director of Provider and the Vice President of Administration of the HealthLab shall be deemed to be the authorized representative of the Parties. The Parties, from time to time and by written notice to one another, may designate other addresses for the delivery of notices and other persons as authorized representatives.

Section 8.8 Remedies Cumulative. No right or remedy contained herein is intended to be exclusive of any other right or remedy contained herein or provided by law, and every such right or remedy shall be cumulative and not alternative.

Section 8.9 Severability. If any provision of this Agreement is adjudged to be illegal or unenforceable as written, then the scope, extent or duration of such provision shall be reduced to the maximum which is capable of enforcement at law or, if such reduction is either impossible or would unreasonably alter the original intent of the Parties, shall be severed from this Agreement and all other provisions hereof shall remain in full force and effect.

Section 8.10 Force Majeure. The obligations of either Party to perform under this Agreement shall be excused when such performance is prevented by events such as electrical blackouts, strikes, government orders or acts of God, which are reasonably beyond the control of the Party obligated to perform, provided such Party uses its reasonable efforts to perform.

Section 8.11 Headings. The headings of the articles, sections and sub-sections of this Agreement and any index to this Agreement are inserted for convenience only and do not constitute part of the Agreement.

Section 8.12 Counterparts. This Agreement and the Exhibit hereto may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

Section 8.13 Adherence to Standards of Business Conduct. The Parties agree that nothing contained in this Agreement shall require any Party to refer or admit patients to, or order any goods or services from the other Party to this Agreement. Notwithstanding any unanticipated effect of any provision of this Agreement, no Party will knowingly or intentionally conduct its behavior in such a manner as to violate the prohibitions against fraud and abuse in connection with the Medicare and Medicaid programs.

Section 8.14 Enforcement; Attorneys' Fees. In the event of default of this Agreement and the failure to correct such default, the non-defaulting Party shall be entitled to damages, reasonable costs, attorneys' fees, and expenses incurred in connection with enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Clinical Laboratory Services Agreement to be executed on the day and year first above written.

**HealthLab, a division of Central DuPage Health,
an Illinois not for profit organization**

By: _____
Its: _____

Provider:

By: _____
Its: _____

EXHIBIT A

Other Services

Phlebotomy Services

In order to help ensure the accuracy and consistency of the specimens collected, HealthLab shall make available a qualified phlebotomist to perform phlebotomy services at Provider's clinic located at 400 N. County Farm Road, Wheaton, IL 60187. Such services shall generally be available Monday through Friday, 5 am to 9 am.

Provider agrees to not request or require the phlebotomist to perform any other activity on behalf of practice, and further agrees to maintain a safe and appropriate work environment free from hazard and harassment. Provider further agrees that HealthLab's failure to provide the phlebotomy service due to the unanticipated shortages of qualified individuals and/or scheduled and unscheduled absences of any placed phlebotomist shall not be deemed a breach of the Agreement provided that HealthLab continues in good faith to rectify and address any service interruption.